

# **Exhibit E**

## Platinum MasterCard® Cardholder Benefits

**Important information.**  
Please read and save.

This Guide to Benefits contains detailed information about extensive travel, insurance, and retail protection services you can access as a preferred cardholder. These programs and coverages apply to travel and retail purchases made on or after October 1, 2005. This Guide supersedes any Guide or program description you may have received earlier.

**To file a claim or for more information on any of these services, call the MasterCard Assistance Center at 1-800-MC-ASSIST, or en Español: 1-800-633-4466.**

### Worldwide Automatic Travel Accident Insurance

\$100,000 Worldwide Automatic Travel Accident Insurance Provided to Capital One Cardholders at No Extra Cost to You. This Description of Coverage replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

#### Description of Coverage

**The Plan:** As an eligible Capital One cardholder, you, your spouse, and your dependent children\* will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your credit card account. If the entire cost of the passenger fare has been charged to your account prior to departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine, not including courtesy transportation provided without a specific charge), a) immediately preceding your departure, directly to the airport, terminal or station, b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your credit card account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

\*Dependent Child(ren) means unmarried children who are primarily dependent upon the Insured for maintenance and support and who are under the age of 19 and reside with the Insured, beyond the age of 19 who are permanently mentally or physically challenged and incapable of self support, or up to age 25 if classified as a full-time student at an institute of higher learning.

**Eligibility:** This travel insurance plan is provided to Platinum account holders of the Bank automatically when the entire cost of the passenger fare(s) is charged to your account while this insurance is effective. It is not necessary for you to notify Capital One, the Plan Administrator or the Insurance Company when tickets are purchased.

**The Cost:** This travel insurance plan is provided at no additional cost to eligible Platinum cardholders of Capital One. Capital One pays the account holders' premium.

**Beneficiary:** The Loss of Life benefit will be paid to the beneficiary designated by the Insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

**The Benefits:** The full Benefit Amount is payable for accidental loss of: life, two or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same

hand. "Loss" means, with respect to hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached. "Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a Capital One account. The loss must occur within one year of the accident. If the Insured has multiple losses as the result of one accident, the Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurance Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual Insured as the result of any one accident.

**Exclusions:** This insurance does not cover loss resulting from: 1) an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions; 2) suicide, attempted suicide or intentionally self-inflicted injuries; 3) declared or undeclared war, but war does not include acts of terrorism. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

**Effective Date:** This insurance is effective March 1, 2004, and will cease on the date the Master Policy Number 6478-06-65 is terminated or on the date your credit card account ceases to be in good standing, whichever occurs first. Capital One reserves the right to change the benefits and features of this coverage, or to terminate the coverage entirely by sending you at least 30 days notice in advance of the effective date of the change in coverage or termination of coverage. In addition, this coverage will terminate without further notice to you upon your receipt of the most recent version of "Guide To Benefits," if the benefits and features of Travel Accident Insurance are changed or omitted from that version of the "Guide To Benefits."

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim, please contact the Plan Administrator. As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions pertaining to this plan of insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy on file with the Policyholder. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

Program Administrator:  
CBSI Enhancement Services  
550 Mamaroneck Avenue  
Harrison, NY 10528

Plan Underwritten By:  
Federal Insurance Company a  
member insurer of the Chubb Group  
of Insurance Companies  
15 Mountain View Rd  
PO Box 1615  
Warren, NJ 07061

## Extended Warranty Coverage

**MasterCard cardholders can benefit from the security and safety offered through Extended Warranty coverage. Extended Warranty is an insurance program.**

### Key term:

- You or Yours means MasterCard cardholder.

### To get coverage:

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.
- The original purchase does not have to be registered to receive this benefit.

**The kind of coverage you receive:**

- Extended Warranty doubles the original warranty time period and duplicates the coverage of the original manufacturer's (or U.S. store brand) warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be duplicated up to a maximum of twelve (12) months. Should you fail to properly register the original warranty as required by the manufacturer, Extended Warranty will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

**Coverage limitations:**

- The maximum Extended Warranty benefit for repair or replacement shall not exceed the actual amount charged on your MasterCard card or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, Extended Warranty benefits will not apply.
- The administrator will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However we cannot guarantee to match exact color, material, brand, size, or model.

**What is NOT covered:**

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer's warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (for example, glass breakage); or "satisfaction guaranteed" items.
- Floor models that do not come with an original manufacturer's warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film, and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect losses resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge; contamination by radioactive or hazardous substances, including mold.

**How to file a claim for Extended Warranty coverage:**

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within thirty (30) days of the failure or the claim may not be honored.
- Submit the following documentation within ninety (90) days of the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - MasterCard receipt showing covered item.
  - MasterCard statement showing covered item.
  - Itemized purchase receipt.
  - Original manufacturer's or (or U.S. store brand) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a factory-authorized service provider.
  - Any other documentation that reasonably may be requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section. MW-1 (12-04)**

**MasterRental<sup>®</sup> Insurance**

**MasterCard<sup>®</sup> cardholders can benefit from the security and safety offered through MasterRental<sup>®</sup> Insurance. If you rent a vehicle for fifteen (15) consecutive days or less with your MasterCard card, you may be eligible for benefits under this coverage. MasterRental is an insurance program.**

**Key terms:**

- You or yours means MasterCard cardholder.

**To get coverage:**

- Initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not considered rental charges) with your MasterCard card. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental must be billed to your MasterCard card.
- You must decline the Collision/Damage Waiver offered by the vehicle rental company.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- Your rental agreement/contract must be for a rental period of fifteen (15) consecutive days or less. Rental periods that exceed, or are intended to exceed, fifteen (15) consecutive days are not covered.
- You must rent a vehicle (including minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete or tarmac. Rented vehicles must have a manufacturer's suggested retail price of \$50,000 or less.

**The kind of coverage you receive:**

- MasterRental will pay for covered damages on a secondary basis for which you are, or any other authorized driver is, legally responsible to the rental agency.
- Covered damages include:
  - Physical damage to and theft of the vehicle, not to exceed the limits outlined below.
  - Reasonable loss-of-use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service. Loss-of-use charges must be substantiated by a location- and class-specific fleet utilization log.
  - Reasonable towing charges to the nearest factory-authorized collision repair facility.
- If you have, or an authorized driver's primary automobile insurance or other indemnity has, made payments for a covered loss, MasterRental will cover your deductible and any other eligible amounts not covered by other insurance.
- Coverage is secondary to any other applicable insurance or coverage available to you. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

Note: In certain parts of the United States and Canada, losses to rental vehicles that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may

not receive any benefits from this program. Please contact your insurance provider for full coverage details pertaining to your personal vehicle insurance policy.

- If you have no other insurance or your insurance does not cover you in territories or countries outside the United States, MasterRental is considered the primary coverage.
- This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

**Who is covered:**

- The MasterCard cardholder and those designated in the vehicle rental agreement/contract as authorized drivers.

**Excluded rental vehicles:**

- All trucks, pickups, full-size vans mounted on truck chassis, campers, off-road vehicles, and other recreational vehicles.
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than 20 years old or have not been manufactured for at least 10 years) or limousines.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flat-bed truck (including, but not limited to, the Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Any rental vehicle that has a manufacturer's suggested retail price that exceeds \$50,000.

**Where you are covered:**

In general, coverage applies worldwide, but there are exceptions:

- You may be unable to receive benefits in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. Please contact your vehicle rental agency before you travel.
- Coverage is not available where prohibited by law.

**Coverage limitations:**

- MasterRental will pay the lesser of the actual repair amount, current market value (minus salvage), or \$50,000 per incident for which the MasterCard cardholder or any other authorized driver is legally responsible to the rental agency.
- MasterRental will not pay for or duplicate the Collision/Damage Waiver coverage offered by the rental agency.

**What is NOT covered:**

- Any personal item stolen from the interior or exterior of a rental vehicle.
- A vehicle not rented by the MasterCard cardholder or authorized user on a MasterCard account.
- Any person not designated in the rental agreement/contract as an authorized driver.
- Any obligations you assume other than that which are covered under MasterRental, or your primary vehicle insurance or other indemnity policy.
- Any violation of the written terms and conditions of the rental agreement/contract.
- Any loss that occurs while driving under the influence of drugs or alcohol; racing or reckless driving.
- Losses involving the theft of the rental vehicle when the renter or authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowout or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental vehicles for which Collision/Damage Waiver coverage was accepted/purchased by you or given to you by the rental agency.
- Any damage that is of an intentional or non-accidental nature, caused by the renter or authorized driver(s) of the rental vehicle.
- Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period of fifteen (15) consecutive days from a rental agency.



- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface other than a bound surface, such as concrete or tarmac.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Indirect or direct damages resulting from a covered claim.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

**How to file a MasterRental Insurance claim:**

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within thirty (30) days of the loss, or the claim may not be honored. You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact 1-800-MC-ASSIST for further details.
- Submit the following documentation within one hundred eighty (180) days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - MasterCard receipt showing the rental.
  - MasterCard statement showing the rental.
  - Rental agreement (front and back).
  - Copy of valid driver's license (front and back).
  - Copy of the declarations page of the authorized driver's primary vehicle insurance and other valid coverage or insurance.
  - Report from police verifying that the vehicle was stolen, vandalized, or involved in a collision.
  - Itemized repair estimate from a factory-authorized collision repair facility.
  - Copy of the vehicle rental company promotion, if applicable.
  - Copy of the vehicle rental location- or class-specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
  - Any other documentation that reasonably may be requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section. MR-1 (12-04)**

## **Master RoadAssist® Service**

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call 1-800-MC-ASSIST and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your Platinum MasterCard™ account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (or it's gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call **1-800-MC-ASSIST**, as many rental agencies have special procedures regarding emergency road service.

**Reminder: Please refer to the Final Legal Disclosure section.**

## **Travel Assistance Services**

### **Rely on Travel Assistance Services when you're away from home.**

Travel Assistance Services are your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you're traveling 50 miles or more from home.\* This

is reassuring, especially when you visit a place for the first time or do not speak the language. For services, call **1-800-MC-ASSIST**. Enrollment is automatic and the assistance service is free to cardholders.

Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (e.g., medical or legal bills). Restrictions to Travel Assistance travel benefits may apply to regions that are considered unsafe by the State Department.

\* If a cardholder's mailing address is in the State of New York, mileage requirement is not applicable.

#### **MasterTrip® Travel Assistance**

- Before you begin your trip, MasterTrip provides information on travel requirements, including documentation (visas, passports), immunizations, or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip will also help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.
- If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.

This service does not provide maps or information regarding road conditions.

#### **Travel Services Medical Assistance**

- Provides a global referral network of general physicians, dentists, hospitals, and pharmacies. We can also help you refill prescriptions with local pharmacists (subject to local laws).
- In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary; or have a family member or close friend brought to your bedside, if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

#### **MasterLegal® Referral Service**

- Provides you with English-speaking legal referrals or consultations with appropriate embassies and consulates regarding your situation.
- Will assist in transfers of up to \$5,000 in cash from a family member, friend, or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

**Reminder: Please refer to the Final Legal Disclosure section.**

## **MasterCard Global Service®**

MasterCard Global Service provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance.**

Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-MC-ASSIST** (1-800-622-7747). When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free MasterCard Global Service telephone numbers are:



Australia .....	1-800-120-113
Austria.....	0800-21-8235
France.....	0-800-90-1387
Germany.....	0800-819-1040
Hungary.....	06800-12517
Ireland .....	1-800-55-7378
Italy .....	800-870-866
Mexico.....	001-800-307-7309
Netherlands .....	0800-022-5821
Poland .....	0-0800-111-1211
Portugal.....	800-8-11-272
Spain .....	900-97-1231
United Kingdom.....	0800-96-4767
Virgin Islands .....	1-800-307-7309

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our website at [www.mastercard.com](http://www.mastercard.com) or call the United States collect at 1-636-722-7111.

#### **Account Information and Card Benefits**

When in the United States, contact your card issuer directly for account information and **1-800-MC-ASSIST** for card benefits. When traveling outside the U.S., call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

#### **ATM Locations**

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the MasterCard ATM Network accepting MasterCard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator. You can get cash at over 892,000 ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

**Reminder: Please refer to the Final Legal Disclosure section.**

## **Account and Billing Information**

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

**Reminder: Please refer to the Final Legal Disclosure section.**

## **Final Legal Disclosure**

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by MasterCard and provided free to you, but non-insurance services may have associated costs, which will be your responsibility. (For example, legal referrals are free, but the lawyer's fee is your responsibility.)

MasterRental® Insurance and Extended Warranty Coverage are provided under master policies of insurance issued by Virginia Surety Company, Inc. This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policies.

As the insurer of the MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: information the insurers gather from you; from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address,

telephone number; and from information about your transactions with the insurer, such as claims made and benefits paid.

The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department, Virginia Surety Company, Inc., 1000 North Milwaukee Avenue, Glenview, IL 60025

**Effective date of benefits:** Effective September 1, 2005, this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. MasterCard, your issuer, and the insurer reserve the right to change the benefits and features of these programs at anytime.

**Cancellation:** We can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If we do, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to your issuer, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to MasterCard cardholders whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the MasterCard cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds, and damages under or arising out of these programs.

These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these benefits may be assigned without the prior written consent of the claim administrator for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the MasterCard cardholder has concealed or misrepresented any material facts concerning this coverage.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss, or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

**Salvage:** If an item cannot be repaired, the claim administrator may request that the cardholder or gift recipient send the broken item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim. In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and possession of this Guide to Benefits does not guarantee coverage or coverage availability. FLD-2 (3-05)

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or a member's, or the MasterCard actual offerings, such master policies or actual offering shall control.

**To File A Claim Or Request Travel Assistance Services Call  
1-800-MC-ASSIST (1-800-622-7747) —  
Or En Español: 1-800-633-4466**

**Visit our website at [www.mastercard.com](http://www.mastercard.com)**